

**Exhibit B**

**Strategic Legal Solutions Agreement**



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April 7, 2009

Robert Byman, Esq.  
Jenner & Block LLP  
919 Third Avenue  
New York, NY 10022

Dear Bob:

Thank you for contacting Strategic Legal Resources, Inc., d/b/a Strategic Legal Solutions ("SLS"). We look forward to providing you with attorneys, "J.D. paralegals" and paralegals (collectively the "Professional" or "Professionals") on a temporary basis. This agreement (the "Agreement") is intended to set forth the terms and conditions that will apply in connection with the utilization of SLS's services.

**1. SLS Services.** SLS is dedicated to providing you with exceptional legal professionals to satisfy both your short and long-term legal needs. We will work with you to analyze your specific staffing requirements and will forward to you upon request a selection of resumes of pre-screened Professionals who we believe are best suited for the specific assignment. Of course, the final selection of each Professional is always made by you and can be changed by you at any time. In addition to providing you with exceptional legal talent on an as-needed basis, SLS decreases your overhead costs by placing all Professionals on our payroll and handling all payroll deductions and other functions.

**2. Engagement and Compensation.** In order to ensure accuracy and to keep you informed on a current basis on the work performed by a Professional on your behalf, our Professionals will provide us with complete weekly time records that are signed by an authorized representative of your firm or company overseeing the project. We will invoice you weekly based on such time records and you make payments to SLS directly. We pay the Professional working for you each week and handle all payroll tax withholdings. We will invoice you at agreed upon rates (which you agree not to discuss with the Professional) with respect to the hours that any Professional performs work for you, and we will confirm the exact rates with you prior to the commencement of any assignment in a confirmation letter which will become an integral part of this Agreement. The agreed upon hourly rate that you will pay to SLS for a Professional's engagement includes such Professional's compensation as well as our placement and servicing fee. If you desire to raise the compensation of a Professional, you should contact us in order that we can revise our hourly rate to reflect a proportionate increase in the compensation we pay the Professional. You will not make any payments directly to the Professional other than reimbursement for any out-of-pocket expenses incurred by the Professional on your behalf. You have the absolute right without any input from or explanation to SLS to terminate the engagement of a Professional at any time without cause (subject, of course, to any applicable local, state and federal laws).



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You and SLS acknowledge that, from time to time based on market conditions, we may need to adjust our agreed upon rates in order to retain the Professionals working on the project. This is desirable in order to maintain continuity and the highest levels of efficiency, and to capitalize on institutional knowledge the Professionals will have gained over the course of the review. Any increase in the agreed upon rates will be subject to prior written approval by you, and will include a 21% mark-up, which will cover SLS's administrative costs and will not include any additional profit. In such event, SLS shall provide you with at least thirty (30) days prior written notice of such proposed rate adjustment in order to provide you the opportunity to notify any appropriate parties, as necessary, and elect whether to continue our arrangement.

All invoices are due and payable within thirty (30) days of receipt thereof.

3. Benefits Package. The principals of SLS are committed to providing you with highly qualified Professionals. Accordingly, we provide our Professionals with the following benefits package:

- a) all Professionals are eligible to receive unemployment insurance benefits;
- b) all Professionals are automatically covered under our workers' compensation insurance policy;
- c) all Professionals are automatically covered for disability insurance benefits through the New York State Disability Fund, in the event an injury or illness is not covered by the workers' compensation insurance;
- d) group health insurance coverage is made accessible to all Professionals as part of a group plan.

Of course, SLS reserves the right to add to, subtract, modify or amend the foregoing benefits package at any time.

4. Hiring a Professional. Should you wish to hire, on a full-time or part-time basis other than through SLS, a Professional that we have procured for you on a temporary basis, please let us know and we will make the necessary arrangements. In such an event, SLS shall be entitled to a placement fee equal to twenty-five percent (25%) of the Professional's first year compensation, including guaranteed or sign-on bonuses, in the case of attorneys and "J.D. paralegals" and twenty percent (20%) of the Professional's first year compensation, including guaranteed or sign-on bonuses, in the case of paralegals (the "Release Fee"). However, the Release Fee shall be reduced by the hours of work that SLS is fully compensated by you for the work of such Professional.

•For attorneys, the Release Fee is based on 960 hours, which is the equivalent of six months of work at forty hours per week. Thus, for example, if an attorney is engaged by you



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through SLS for 432 hours prior to the offer and acceptance of an offer of employment by you, there will be a Release Fee of 55% of the placement fee of 25% of the Professional's first year compensation. (432 divided by 960 equals 45%, which means 45% of the Release Fee has been worked off.)

• For "J.D. paralegals", the Release Fee is based on 720 hours, which is the equivalent of 4-1/2 months of work at forty hours per week. Thus, for example, if a "J.D. paralegal" is engaged by you through SLS for 468 hours prior to the offer and acceptance of an offer of employment by you, there will be a Release Fee of 35% of the placement fee of 25% of the Professional's first year compensation. (468 divided by 720 equals 65%, which means 65% of the Release Fee has been worked off.)

• For paralegals, the Release Fee is based on 480 hours, which is the equivalent of 3 months of work at forty hours per week. Thus, for example, if a paralegal is engaged by you through SLS for 144 hours prior to the offer and acceptance of an offer of employment by you, there will be a Release Fee of 70% of the placement fee of 20% of the Professional's first year compensation. (144 divided by 480 equals 30%, which means 30% of the Release Fee has been worked off.)

Upon our receipt of the full Release Fee along with any other outstanding sums, you shall be released from any other compensation arrangements we made with you with regard to that particular Professional. If, however, you hire, use or enter into a relationship with a Professional on any basis (directly or indirectly) other than through SLS or by paying the Release Fee as set forth above, SLS shall be entitled to the previously agreed upon or quoted rate for each hour, day, week or month (as the case may be) that services are rendered or time is expended for or on your behalf or under your direction by a Professional.

As consideration for the services that SLS has and will provide to you, you agree that if you wish to engage or hire a Professional referred to you, directly or indirectly, by SLS on either a temporary or permanent basis within one year of the date of referral (whether or not you engaged the Professional at that time), or within one year of the date on which the Professional last performed services for you, whichever is later, that Professional must be engaged through SLS with our consent and pursuant to the terms of this Agreement.

5. No Supervision. SLS is a placement agency whose business is to meet your needs by procuring for you high quality attorneys and paralegals on a temporary or permanent basis. The Professionals referred by SLS to you will work at your office or at any location you designate. SLS is not engaged in the practice of law. Accordingly, SLS will not control, direct or supervise the professional activities (including, without limitation, the work schedules) of any Professional we provide, and SLS does not participate in, has no knowledge of and assumes no responsibility for reviewing, examining or verifying either the assignment furnished by you or the work product produced by any Professionals that we provide.

6. Miscellaneous. Should the provisions of paragraph four of this Agreement be breached or violated by you, it is agreed and understood that SLS shall be entitled to exercise any remedy available to it in law or in equity, as well as to obtain from you outstanding fees plus



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attorney's fees and costs of collection. This Agreement shall be governed by and interpreted in accordance with the laws of New York.

It is understood that this Agreement is subject to court approval.

Any and all references in this letter to (a) "you" and "your" are intended to refer to the individual(s) or entity for whom we procure a Professional as well as its successors, assigns, agents, subsidiaries, partners, stockholders and related entities and parties, and to (b) "SLS", "we", "us" and "our" are intended to refer to Strategic Legal Resources, Inc., d/b/a Strategic Legal Solutions, a Delaware corporation, as well as its successors, assigns and related entities. The terms and conditions set forth in this Agreement will remain in full force and effect unless expressly waived or modified in writing by the party against whom enforcement is sought.

In order to confirm your agreement and acceptance of the terms and conditions set forth in this letter, (a) please sign your name in the appropriate space provided below and (b) mail the original signed copy of this Agreement to us. Should you have any questions, please do not hesitate to contact us. We look forward to working with you.

Sincerely,

Jay Horowitz  
CEO

Agreed to and accepted as of the  
date written above:

Jenner & Block LLP

By:

Robert Byman

Robert  
Byman

Digitally signed by Robert Byman  
DN: cn=Robert Byman, o, ou,  
email=rbyman@jenner.com, c=US  
Date: 2009.04.28 13:12:41 -04'00'



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Robert Byman, Esq.  
Jenner & Block LLP  
919 Third Avenue  
New York, New York 10022

Dear Bob:

Reference is made to the letter agreement dated April 7, 2009 hereof (the "Agreement") between Strategic Legal Resources, Inc., and you. This confirmation letter incorporates the terms and provisions of the Agreement by reference and supplements the Agreement to provide the specific terms of the engagement of our contract attorneys.

The contract attorneys will begin their assignment on or about April 15, 2009. You agree to pay SLS at a rate of \$43.50 per hour (regardless of the number of hours worked in a week) for this assignment, which you will pay to us within thirty (30) days of receipt by you of an invoice reflecting the number of hours worked by the contract attorneys on this assignment during the previous week.

Nothing in this arrangement commits Jenner to any particular number of contract attorneys or any minimum number of persons or hours; Jenner is free to discontinue the services of any or all of the contract attorneys at any time.

You have advised us that Jenner anticipates that it will soon need more manpower but wishes to start with approximately 20 contract attorneys, split between New York and Chicago) on Wednesday April 15; you will give us the names of the individuals you have selected from the group we have identified. We are confident that we will have a solid group of 30 contract attorneys (15 in New York and 15 in Chicago) ready to start the project by next week. The contracts attorneys will be admitted to a US bar and have electronic document review experience. We will continue to add attorneys with the same qualifications as the project grows. At this time, we understand that both projects will be housed at Jenner's offices, but that this might change as the project continues. Per our proposal, we will provide space at no additional cost and computers for up to 25 attorneys on our premises.

Notwithstanding anything else in this letter or the Agreement, SLS understands and agrees that Jenner will file an application with the court regarding the contract attorneys, that the application will disclose the rate charged by SLS for the contract attorneys, and that the application will be filed in the public record with the bankruptcy court.



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We look forward to a successful project.

Sincerely,

Jay Horowitz  
CEO

Agreed to and accepted as of  
The date written above:

Jenner & Block LLP

**Robert Byman**

By:

Digitally signed by Robert Byman  
DN: cn=Robert Byman, o, ou,  
email=rbyman@jenner.com, c=US  
Date: 2009.04.28 17:56:52 -04'00'